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HERRON PAINTING CO., et al.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DISTRICT COUNCIL 16 NORTHERN
CALIFORNIA HEALTH AND
WELFARE TRUST FUND, *et al.*,

Plaintiffs,

v.

HERRON PAINTING CO., a California
Partnership, *et al.*,

Defendants.

Case No. 3:23-CV-00458-TSH

**DECLARATION OF COURTNEY
CHAMBERS ISO OF LITTLER'S
MOTION TO WITHDRAW AS COUNSEL**

Date: May 9, 2024
Time: 10:00 a.m.
Courtroom: E, 15th Floor
Judge: Hon. Thomas S. Hixson

Complaint Filed: February 1, 2023
Trial Date: February 3, 2025

DECLARATION OF COURTNEY CHAMBERS

I, Courtney Chambers, declare:

1. I am an attorney with the law firm of Littler Mendelson, a Professional Corporation, and am counsel of record for Defendants Herron Painting Co., Herron Painting, Inc., Kevin Herron, and Dora Herron (collectively “Defendants”) in this action. I am licensed to practice law in the State of California and registered to appear before the United States District Court for the District of Northern California. All the information set forth herein is based on my personal and firsthand knowledge, and if called and sworn as a witness, I could and would competently testify thereto.

2. I have personally reviewed the terms and conditions outlined in the Engagement Agreement entered into between Littler Mendelson, a Professional Corporation (“Littler”), and Defendants on April 5, 2023. In pertinent part, the Engagement Agreement provides:

You are responsible for paying our fees and costs incurred in any matter we handle for you. If more than one person signs this Engagement Agreement, the terms and conditions will apply to each person who signs. For billing and collection purposes, each client we represent in a matter is jointly and severally responsible for all fees and costs unless otherwise agreed in writing. We also require your cooperation in connection with our representation. While we look forward to a productive and cooperative relationship, should you fail in your payment or cooperation obligations, we may withdraw from further representation in a manner consistent with our ethical obligations.

3. On May 5, 2023, I filed an answer on Defendants’ behalf addressing the allegations in Plaintiffs’ District Counsel 16 Northern California Health and Welfare Trust Fund; Joint Board of Trustees; Robert Williams, and John Maggiore, Trustees; Bay Area Painters and Tapers Pension Trust Fund, and its Joint Board of Trustees; Robert Williams and Sal Madrigal, Trustees; District Counsel 16 Northern California Journeyman and Apprentice Training Trust Fund, and its Joint Board of Trustees; Robert Williams and Jim Maggiore, Trustees (collectively, “Plaintiffs”).

4. To date, I have engaged Plaintiffs in settlement discussions, prepared and filed required filings including Defendants’ initial disclosures and case management statements, and attended the required court appearances on Defendants’ behalf.

1 5. Throughout this case, I have requested, orally and in writing, that Defendants pay its
2 outstanding invoices for legal fees and expenses. The last payment made to Littler by Defendants was
3 on November 30, 2023. Defendant currently owes Littler a sum that exceeds \$10,000.

4 6. The parties attended a court mandated settlement conference on February 14, 2024,
5 with Judge Lisa J. Cisneros. The settlement conference was unsuccessful, but the parties agreed to
6 schedule a second settlement conference after Defendants provided specific documentation required
7 to establish a hardship exception for the alleged payments owed to Plaintiffs. These documents were
8 due to opposing counsel on March 6, 2024, and the second settlement conference is scheduled for
9 April 19, 2024.

10 7. I emailed Defendants asking about the status of the hardship documents on: February
11 20, February 26, and March 1, 2024. Defendants never replied.

12 8. On March 1, 2024, I sent a text message to Defendants following up on the emails, and
13 Defendants replied the same day stating they saw one of the emails with the list of documents
14 requested but had not seen other emails. I replied the same day asking if Defendants were going to
15 provide the requested documents for the hardship defense as discussed, and agreed upon, at the
16 settlement defense. Defendants never replied.

17 9. I again emailed Defendants on March 5, 2024, asking about the status of the
18 documentation due to opposing counsel on March 6, as well as informing Defendants that if Littler
19 does not hear from Defendants that Littler will have to withdraw as counsel as we have to have
20 cooperation of client in order to continue to appropriately defend Defendants' interest. Defendants
21 never replied.

22 10. On March 19, 2024, I texted Defendants again following up on the emails and
23 informing Defendants that because we have not heard from them that we will need to move forward
24 with our withdrawal as counsel and asking if Defendants want to discuss next steps. Defendants never
25 replied.

26 11. I sent a final email on March 25, 2024, notifying Defendants of Littler's intent to move
27 for withdrawal of counsel given our inability to contact Defendants and Defendants' outstanding legal
28

1 fees. In my email, I provided Defendants five days' notice before filing this motion to withdraw to
 2 offer Defendants time to find new counsel. To date, Littler has not received a response.

3 12. To date, Littler is not aware of whether Defendants have found new counsel, and
 4 Defendants have not substituted in another law firm to handle this case on their behalf.

5 13. Due to Defendants' breaches of its contractual obligations under the Engagement
 6 Agreement, it has caused the Littler's continued representation to become unreasonably difficult and
 7 has significantly impacted its ability to carry out its representation effectively.

8 14. On March 29, 2024, I gave written notice to Plaintiffs' counsel that Littler would be
 9 filing this motion to withdraw as Defendants' attorneys of record.

10 15. There are no pending motions in this case. While no depositions have been taken and
 11 no written discovery has been propounded by either party, the Parties entered into a joint stipulation
 12 to modify the pretrial schedule on February 15, 2024. (Dkt. 35.) Trial is currently set for February
 13 2025. (Dkt 36.)

14 16. The Parties are ordered to attend a second settlement conference with Judge Lisa J.
 15 Cisneros on April 19, 2024. (Dkt. 34.)

16 I declare under penalty of perjury under the laws of the United States and the State of California
 17 that the foregoing is true and correct.

18 Executed on April 1, 2024, in San Francisco, California.

19 /s/ Courtney Chambers

20 Courtney Chambers

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